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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

11 FRANCISCA MORALEZ,) No. 4:16-cv-07102-HSG
12 Plaintiff,)
13 vs.)
14 PHILZ COFFEE, INC.; 1600 SHATTUCK)
15 ASSOCIATES, A GENERAL)
16 PARTNERSHIP,)
17 Defendants.)
18 _____)
19 AND RELATED CROSS-CLAIM.)
20 _____)

1 **IT IS HEREBY STIPULATED** by and between Plaintiff Francisca Moralez
2 ("Plaintiff") and Defendant 1600 Shattuck Associates, L.P. ("Defendant"), the parties
3 remaining in this Action, by and through their respective counsel, that pursuant to Federal Rule
4 of Civil Procedure 41(a)(2), this action be dismissed with prejudice.

5 **IT IS FURTHER STIPULATED** between Plaintiff and Defendant that this case has
6 been settled as between them and all issues and controversies have been resolved to their
7 mutual satisfaction. Plaintiff and Defendant request that the Court retain jurisdiction to enforce
8 the terms of their settlement agreement under the authority of Kokkonen v. Guardian Life Ins.
9 Co. of America, 511 U.S. 375, 381-82 (1994).

10 Dated: February 9, 2018

MISSION LAW FIRM, A.P.C.

12 */s/ Zachary M. Best* _____

13 Zachary M. Best
14 Attorneys for Plaintiff,
15 Francisca Moralez

16 Dated: February 9, 2018

ALLEN MATKINS

18 */s/ Allison Shrallow* _____

19 Charles D. Jarrell
20 Allison Shrallow
21 Attorneys for Defendant,
22 1600 Shattuck Associates, L.P.

23 **ATTESTATION**

24 Concurrence in the filing of this document has been obtained from each of the individual(s)
25 whose electronic signature is attributed above.

27 */s/ Zachary M. Best* _____

28 Zachary M. Best
29 Attorneys for Plaintiff
30 Francisca Moralez

ORDER

The parties having so stipulated,

IT IS HEREBY ORDERED as follows:

1. Plaintiff Francisca Moralez (“Plaintiff”) and Defendant 1600 Shattuck Associates, L.P. (“Defendant”) shall comply with the terms of the confidential Settlement Agreement and Release in Full, the terms of which are incorporated herein by reference.

2. By consent of Plaintiff and Defendants, the Court shall retain jurisdiction in this matter for the purpose of enforcing the terms of the settlement agreement.

3. Except as provided for in paragraphs 1 and 2 above, this action is dismissed with prejudice.

IT IS SO ORDERED.

Dated: February 12, 2018

Haywood S. Gill Jr.
HON. HAYWOOD S. GILLIAM, JR.

HON. HAYWOOD S. GILLIAM, JR.
United States District Judge